

AFFIDAVIT OF KIM ROGAL-DEOLIVEIRA

I, Kim Rogal-deOliveira, being duly sworn according to law, depose and say as follows:

1. I am an authorized representative for plaintiff in this matter.

2. The facts stated herein are stated more fully and completely in the Answer to Motion for Summary Judgment and Brief. The facts stated therein are true and correct and I incorporate them fully herein as if set forth in full.

3. I am owner of KRD Management, billing office for plaintiff, Owen J. Rogal, D.D.S., P.C., d/b/a The Pain Center.

4. I am secretary/treasurer of plaintiff.

5. I am custodian of records for KRD Management and plaintiff.

6. The Pain Center provided radiofrequency services and related to one Dennis Berry from August 6, 2004 through August 19, 2005.

7. Dennis Berry executed an assignment of rights to The Pain Center.

8. The Pain Center provided said treatment to Mr. Berry in relation to symptomology which resulted from injury he indicated he sustained while working on September 26, 2003.

9. The Pain Center submitted bills for services rendered to Mr. Berry to workers' compensation carrier CSC Claim Company, 2995 L.B.J. Freeway, #121, Dallas, TX 75234.

10. CSC Claim Company is the workers' compensation carrier for Newspaper Processing, Mr. Berry's employer.

11. CSC Claim Company denied all bills for services submitted by plaintiff due to their treating doctor(s) not being on the TWCC approved provider list as required by Texas workers' compensation law.

12. CSC Claim Company made no payment to The Pain Center for services rendered to Dennis Berry by The Pain Center.

13. Plaintiff subsequently submitted all bills for treatment rendered to Dennis Berry to Skilstaf, Inc., group health plan sponsor.

14. Skilstaf, Inc. denied all bills for treatment rendered by The Pain Center to Dennis Berry as payable under workers' compensation law.

15. Kim Rogal de-Oliveira requested review of said determination on or about January 17, 2005 in writing.

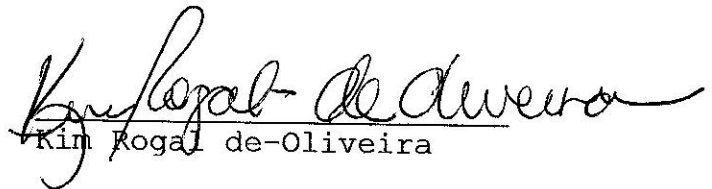
16. Plaintiff's counsel requested review further of said determination on or about May 20, 2005 in writing, defendant's Exhibit "B".

17. It was futile for plaintiff and/or counsel to request review of denial subsequent to May 20, 2005 as defendant had refused to acknowledge any further bills for treatment of Dennis Berry by The Pain Center.

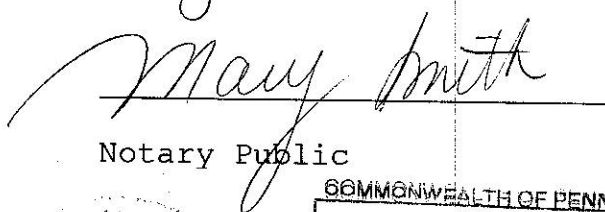
18. To date, plaintiff has received no payment from any source regarding treatment rendered to Dennis Berry.

4-25-07

Date


Kim Rogal de-Oliveira

Sworn to and Subscribed
before me this 25 day
of April, 2007


Notary Public

